

RECORDING REQUESTED BY:

Moreno Valley Community Services
District
14075 Frederick Street
Moreno Valley, CA 92552-0805
Attention: Robert G. Gutierrez, City
Manager

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
Region 4
5796 Corporate Ave
Cypress, CA 90630
Attention: John Scandura, Branch Chief
Office of Military Facilities
Southern California Operations Branch

DOC # 2008-0403669

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Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

(Re: Site 4, portion of Parcel I-2, former March Air Force Base, County of Riverside,
DTSC Site Code 400090, 2007)

This Covenant and Agreement ("Covenant") is made by and between the Moreno Valley Community Services District (the "Covenantor"), the current owner of property commonly known as the Site 4 property, a portion of Parcel I-2 of the former March Air Force Base situated in Riverside, County of Riverside, State of California ("Property"), and the Department of Toxic Substances Control (the "Department"). The Property is more particularly described in Exhibit "A", which is attached hereto and incorporated herein by this reference. Pursuant to Civil Code section 1471, the Department has determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code section

25260. The Covenantor and the Department, collectively referred to as the "Parties", hereby agree pursuant to Civil Code section 1471 and Health and Safety Code section 25355.5 that the use of the Property be restricted as set forth in this Covenant; and the Parties further agree that the Covenant shall conform with the requirements of California Code of Regulations, title 22, section 67391.1.

ARTICLE I
STATEMENT OF FACTS

1.01. The Property, generally known as Site 4, a portion of Parcel I-2 and totaling approximately 9.6 acres, is a former landfill operated by the Air Force. The Property is located in the closed portion of the former March Air Force Base in the County of Riverside, State of California. More specifically, the Property is located west of Heacock Avenue and east of 8th Street, south of Meyer Drive and the Commissary and north of the drainage channel at the March Air Reserve Base boundary. The Air Force transferred the Property as a public benefit conveyance via the National Park Service to the Moreno Valley Community Services District on June 5, 2008 ^{9/6/2007}. The Property does not yet have an Assessor's Parcel Number ("APN") from the County of Riverside. Currently, no buildings exist at the Property. As part of Parcel I-2, the planned use for the Property is recreational. This Covenant applies to the Property only and does not apply to the rest of Parcel I-2.

1.02. Site 4 – Former March Air Force Base Landfill 6. In November 1989 the former March Air Force Base was placed on the United States Environmental Protection Agency's ("USEPA's") National Priority List ("NPL") of hazardous waste sites under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9601-9675). Site 4 is located on a portion of the former March Air Force Base property that is along the base eastern boundary. The Basewide Environmental Baseline Survey dated November 1994 states that Site 4 was used as a land disposal area from 1955 to 1968. According to the Operable Unit 1 ("OU1") Remedial Investigation/Feasibility Study Report ("RI/FS") (July 1994), the disposed

wastes at Site 4 may be as deep as 25 feet below ground surface ("bgs") and contain primarily sanitary waste, construction rubble, medical waste, fuel containers, and debris. The OU1 RI/FS also indicates that at Site 4 the wastes contain chlorinated solvents and polynuclear aromatic hydrocarbons ("PAHs"). As described in March Air Force Base's OU1 Record of Decision ("ROD"), dated December 1995 and approved by the Air Force, USEPA, Santa Ana Regional Water Quality Control Board, and the Department, maximum concentrations found in surface soil samples for benzo(a)pyrene, benzo(b)pyrene, and dibenz(a,h)anthracene are 8.7 milligrams per kilogram ("mg/kg"), 14 mg/kg, and 4.2 mg/kg, respectively. The OU1 ROD indicates that concentrations of PAHs in the soil are greater than their respective USEPA Preliminary Remediation Goals ("PRGs") established by the USEPA, Region 9. The PRGs for benzo(a)pyrene, benzo(b)pyrene, and dibenz(a,h)anthracene are 0.062, 0.61, and 0.61 mg/kg, respectively. The groundwater table at Site 4 is rising and is currently found at approximately 15 feet bgs. This fact suggests that groundwater is currently in contact with the wastes. Site 4 was identified as a contributor of chlorinated hydrocarbons to the OU1 groundwater contamination. Groundwater monitoring data in the vicinity of Site 4 shows elevated concentrations of tetrachloroethene ("PCE"), trichloroethene ("TCE"), vinyl chloride and other contaminants. The selected remedies for addressing soil and groundwater contamination at Site 4 are provided in the OU1 ROD. The remedy includes landfill closure, installation of a landfill cap, protection of the cap, and long-term maintenance and monitoring of the cap for soil and pump-and-treat for groundwater.

This Covenant addresses land use restrictions for soil contamination at Site 4 and does not address land use restrictions for OU1 groundwater. Details of the land use restrictions for soil at Site 4 are described in Article IV of this Covenant.

1.02.1. The selected remedy for soil at Site 4 is closure of the landfill in accordance with California Code of Regulations, title 23, section 2580 (California Code of Regulations, title 27, section 20950) which specifies requirements for closure and post-closure maintenance of waste management units. The selected remedy includes

installation of a cap over the landfill, protection of the cap from erosion, long-term maintenance of the cap, and groundwater monitoring. In addition, California Code of Regulations, title 27, section 21190 specifies requirements for postclosure land use of disposal sites and landfills. Details of the land use restrictions for soil at Site 4 are described in Article IV of this Covenant.

1.03. Site 4 Remedial Action. In 1994 the Air Force constructed an engineered cap for the landfill and installed a channel barrier layer for the protection of the Heacock Channel directly east of Site 4. The Air Force later installed two groundwater extraction wells at Site 4 to pump contaminated groundwater to the OU1 groundwater treatment system. Operation and maintenance of the landfill cap, groundwater pump and treat, and groundwater monitoring are being conducted by the Air Force as the final remedies for this site as specified in the OU1 ROD. The Air Force will continue to conduct these activities until all necessary response actions are completed.

1.04. Site 4 Risk Assessment Information. As described in the OU1 ROD, the calculated excess cancer risk to a future industrial worker on direct contact with the soil is 5 in one thousand. Total calculated excess cancer risk for future residents through ingestion and direct contact of the soil is 10 in one thousand. The excess cancer risk for industrial workers is 5.1 in one thousand. Contaminants at Site 4 that most affected calculated risk from soil were PAHs. The OU 1 ROD concluded that actual or threatened releases of hazardous substances from Site 4 if not addressed by the response actions selected in the OU1 ROD may present a current or potential threat to public health, welfare or the environment. The preferred cleanup method in the OU1 ROD is closure of the landfill in accordance with California regulations, including installation of a cap over the landfill, protecting the cap from erosion and preventing infiltration of surface water, long-term maintenance and long-term monitoring. Closure of the landfill will minimize leachate generation and further groundwater contamination and will isolate the storm drainage system from the landfill material.

ARTICLE II
DEFINITIONS

2.01. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02. Environmental Restrictions. "Environmental Restrictions" means all protective provisions, covenants, restrictions, prohibitions, and terms and conditions as set forth in any section of this Covenant.

2.03. Improvements. "Improvements" includes, but is not limited to: buildings, structures, roads, driveways, improved parking areas, wells, pipelines, or other utilities.

2.04. Lease. "Lease" means lease, rental agreement, or any other document that creates a right to use or occupy any portion of the Property.

2.05. Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

2.06. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.

ARTICLE III
GENERAL PROVISIONS

3.01. Runs with the Land. This Covenant sets forth Environmental Restrictions that apply to and encumber the Property and every portion thereof no matter how it is improved, held, used, occupied, leased, sold, hypothecated, encumbered, or conveyed. This Covenant: (a) runs with the land pursuant to Health and Safety Code section 25355.5 and

Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Department, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to the Health and Safety Code, this Covenant binds all owners of the Property, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471, all successive owners of the Property are expressly bound hereby for the benefit of the Department.

3.03. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease or sublease of the Property, or any portion thereof, the owner, lessor, or sublessor shall give the buyer, lessee, or sublessee written notice of the existence of this Covenant and its Environmental Restrictions.

3.04. Incorporation into Deeds and Leases. This Covenant and its Environmental Restrictions shall be incorporated by reference in each and every deed and Lease for any portion of the Property.

3.05. Conveyance of Property. The Owner shall provide written notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding Leases, mortgages, liens, and other non-possessory encumbrances). The written notice shall include the name and mailing address of the new owner of the Property and shall reference the site name and site code as listed on page one of this Covenant. If the new owner's Property has been assigned APN(s), each such APN that covers the Property must be provided. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

3.06. Costs of Administering the Covenant to be paid by Owner. The Department has already incurred and will in the future incur costs associated with the administration of this Covenant. Therefore, the Owner hereby covenants for the current and all subsequent Owners that, pursuant to California Code of Regulations, title 22, section 67391.1(h), the Owner agrees to pay the Department's cost in administering the Covenant.

ARTICLE IV RESTRICTIONS

4.01. Prohibited Uses. The Property shall not be used for any of the following purposes:

- (a) A residence, including any mobile home or factory built housing, constructed or installed for use as residential human habitation.
- (b) A hospital for human care.
- (c) A public or private school for persons under 18 years of age.
- (d) A day care center for children.

4.02. Soil Management for the Property.

- (a) The Owner shall not conduct or allow others to conduct at the Property any construction, excavation, drilling, grading, removal, trenching, filling earth movement, mining, or planting that would disturb the soil or the landfill cover, including the cap, without the prior written approval of the Department.
- (b) The Owner shall not conduct or allow others to conduct at the Property injection or release of water or other fluids except for the purpose of monitoring groundwater or landfill gas, without the prior written approval of the Department.
- (c) The Owner shall not conduct or allow others to conduct at the Property activities resulting in any contaminated soils brought to the surface by

grading, excavation, trenching or backfilling, without the prior written approval of the Department. After approval by the Department, these activities shall be managed in accordance with all applicable provisions of state and federal law.

- (d) The Owner shall provide the Department written notice at least fourteen (14) days prior to conducting any construction, grading, excavation, drilling, filling, removal, trenching, backfilling, earth movement, mining or planting at the Property.

4.03. Prohibited Activities. The following activities shall not be conducted at the Property:

- (a) use or extraction of groundwater from the Property for any purpose other than groundwater monitoring.
- (b) activities that would cause disturbance or removal of fencing or signs intended to exclude the public from the Property or a portion of the Property.
- (c) activities that would cause the surface application of water (e.g. irrigation) to the extent that the integrity of the landfill or landfill cap is impacted.
- (d) injection of water or other fluids at the Property that might affect groundwater flow direction.
- (e) activities that would cause disturbance of any landfill equipment and systems, including the leachate collection system, the groundwater monitoring systems, and settlement monuments, or the drainage, sub-drainage, or erosion controls for the landfill cover.
- (f) activities that limit access to any landfill equipment and systems, including the leachate collection system, the groundwater monitoring systems, and settlement monuments, or the drainage, sub-drainage, or erosion controls for the landfill cover.

4.04. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment.

4.05. Access for Implementing Operation and Maintenance. The Air Force, which is implementing the Final Operations and Maintenance Work-Plan, Operable Unit 1, Site 4, Landfill No. 6, March Air Force Base, California, dated July 1999, (Operations and Maintenance Work-Plan) shall have reasonable right of entry and access to the Property for the purpose of implementing the Operations and Maintenance Work-Plan until the Department determines that no further Operation and Maintenance by the Air Force for both the landfill and for groundwater is required.

4.06. Notification of Discovery of Activities Affecting Groundwater Monitoring and Extraction Systems. The Owner or Occupant shall notify the Department and the Covenantor of the discovery of any activities conducted by the Owner or Occupant interfering with or adversely affecting any groundwater extraction, treatment or monitoring installation for the Property. The Owner or Occupant shall provide the notification within seven (7) working days after the discovery of the activity and shall include information regarding the type of activity, date of activity, and location of the activity on the Property.

ARTICLE V ENFORCEMENT

5.01. Enforcement. Failure of the Owner or Occupant to comply with this Covenant shall be grounds for the Department to require modification or removal of any Improvements constructed or placed upon any portion of the Property in violation of this Covenant. Violation of this Covenant, including but not limited to, failure to submit, or the submission of any false statement, record or report to the Department, shall be grounds for the Department to pursue enforcement actions as provided by law.

ARTICLE VI
VARIANCE, TERMINATION, AND TERM

6.01. Variance. Covenantor, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with Health and Safety Code section 25233.

6.02. Termination. Owner, or any other aggrieved person, may apply to the Department for a termination or modification of one or more terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with Health and Safety Code section 25234.

6.03. Term. Unless ended in accordance with paragraph 6.02, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII
MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02. Department References. All references to the Department include successor agencies/departments or other successor entity.

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Riverside within ten (10) days of the Covenantor's receipt of a fully executed original.

7.04. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner: Robert G. Gutierrez, City Manager
Moreno Valley Community Services District
14075 Frederick Street
Moreno Valley, CA 92552-0805

To Department: John Scandura, Branch Chief
Southern California Operations Branch
Office of Military Facilities
Department of Toxic Substances Control
5796 Corporate Ave
Cypress, CA 90630

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.05. Partial Invalidity. If this Covenant or any of its terms are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.06. Statutory References. All statutory references include successor provisions.

7.07. Inspection and Reporting Requirements. The Owner shall conduct an annual inspection and submit an Annual Inspection Report to the Department for its approval by January 15th of each year. The annual report must include the dates, times, and names of those who conducted and reviewed the annual inspection report. It also

shall describe how the observations were performed that were the basis for the statements and conclusions in the annual report (e.g., drive by, fly over, walk in, etc.) If violations are noted, the annual report must detail the steps taken to return to compliance. If the Owner identifies any violations of this Covenant during the annual inspections or at any other time, the Owner must within 10 days of identifying the violation: determine the identity of the party in violation, send a letter advising the party of the violation of this Covenant and demand that the violation cease immediately. Additionally, copies of any correspondence related to the enforcement of this Covenant shall be sent to the Department within ten (10) days of its original transmission.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor:

By: Robert G. Gutierrez
Title: Robert G. Gutierrez, City Manager
Moreno Valley Community Services District
Date: 6/05/08

STATE OF CALIFORNIA)
)
COUNTY OF Riverside)

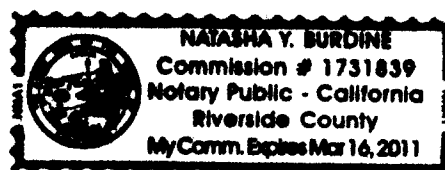
On 6/9/08 before me, Natasha Y. Burdine, Notary Public
(Name, Title of Officer)

personally appeared Robert G. Gutierrez
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~
is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~
executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~
signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the
person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Natasha Y. Burdine (Seal)
(Signature of Notary Public)



Department of Toxic Substances Control

By: _____

Title: John Scandura, Branch Chief
Office of Military Facilities
Southern California Operations Branch

Date: _____

STATE OF CALIFORNIA)

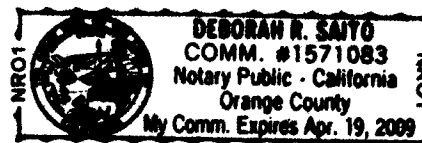
COUNTY OF Orange)

On July 9, 2008 before me, Deborah R. Saito, Notary Public,
(Name, Title of Officer)

personally appeared John Scandura
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Signature of Notary Public)

(Seal)

Exhibit A

A-1. Legal Description of Property

A-2. Engineering Survey Showing Property Boundaries

EXHIBIT A-1. Legal Description of Property

Installation Restoration Program (IRP) Site 4

That portion of Section 27, T3S, R4W, SBM Official Records of the County of Riverside, State of California, more particularly described as follows:

Commencing at a 1½" brass disk stamped LS 4242 at the intersection of Heacock and Gentian, said point labeled as Point "C" on Record of Survey 121, pages 83-90, Official Records of Riverside County;

thence; S01°18'07" W, a distance of 973.73 feet to a 2" Aluminum Cap stamped "Johnson-Frank & Assoc. Base Boundary PLS 6042" set at the intersection of the base boundary and the Cantonment Line per said RS 121/83-90;

thence along said Cantonment Line ; N 89°39'27" W, a distance of 108.89 feet to the **True Point of Beginning**; thence continuing; N 89°39'27" W, a distance of 490.65 feet;
thence; N 00°28'50" W, a distance of 19.49 feet;
thence leaving said Cantonment Line; N 00°34'13" E, a distance of 240.34 feet;
thence; S 88°30'46" E, a distance of 348.19 feet;
thence; S 34°10'21" E, a distance of 18.68 feet;
thence; S 13°26'45" E, a distance of 18.36 feet;
thence; S 00°31'56" W, a distance of 219.66 feet to said Cantonment Line;
thence along said Cantonment Line; S 89°39'27" E, a distance of 27.51 feet;
thence; N 00°21'06" E, a distance of 1961.05 feet;
thence; N 40°37'27" W, a distance of 132.70 feet;
thence; N 00°31'46" W, a distance of 557.99 feet;
thence; N 89°11'38" E, a distance of 190.33 feet;
thence; S 00°56'57" E, a distance of 683.58 feet;
thence; S 00°48'17" W, a distance of 1449.59 feet;
thence; S 00°11'37" W, a distance of 490.04 feet; to the **True point of beginning**.
Containing an area of 418,382 ft² or 9.605 Acres.

This description has been prepared by me for the purpose of describing an Environmentally Restrictive Area.



7 AUG 06

EXHIBIT A-2. Engineering Survey Showing Property Boundaries

Installation Restoration Program (IRP) Site 4

418,382 ft²

9.605 Acres

LINE TABLE

NO.	BEARING	DISTANCE
L1	N 89°39'27" W	108.89
L2	N 00°28'50" W	19.49
L3	N 00°34'13" E	240.34
L4	S 88°30'46" E	348.19
L5	S 34°10'21" E	18.68
L6	S 13°26'45" E	18.36
L7	S 00°31'56" W	219.66
L8	S 89°39'27" E	27.51
L9	N 40°37'27" W	132.70
L10	N 89°11'38" E	190.33
L11	N 89°39'27" W	100.10

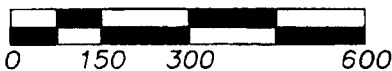
- Indicates 2" Aluminum Cap found as shown on RS 121/83-90.

Monuments shown hereon are set 1 foot offset from the Cantonment Line as noted on RS 121/83-90 unless otherwise noted.



7 AUG 06

SCALE: 1"=300 FEET



CANTONMENT LINE

